

|   |          |   |   |  |   |  |                           |  |      |  |
|---|----------|---|---|--|---|--|---------------------------|--|------|--|
| <b>SOLICITATION, OFFER, AND AWARD</b>   |          |   |   | 1. Caption<br>Replacement of Motor Control Centers at H. C. Moultrie<br>Courthouse and 510 4 <sup>th</sup> Street.   |   |  |                           | Page of Pages  |      |  |
|   |          |   |   |  |   |  |                           | 1  | 32   |  |
| 2. Contract Number  |          | 3. Solicitation Number<br><br>CPFMD-17-0208 |   | 4. Type of Solicitation<br><input checked="" type="checkbox"/> Sealed Bid (IFB)<br><input type="checkbox"/> Sealed Proposals (RFP)<br><input type="checkbox"/> Sole Source<br><input type="checkbox"/> Emergency |   | 5. Date Issued<br><br>02-08-2017                               |                           | 6. Type of Market<br><input checked="" type="checkbox"/> Open - Construction, Building<br>(General Construction, etc.)<br><input type="checkbox"/> Set Aside |      |  |
| 7. Issued By<br><b>DISTRICT OF COLUMBIA COURTS<br/>CAPITAL PROJECTS FACILITIES MANAGEMENT DIVISION<br/>616 H STREET, N.W., ROOM 622<br/>WASHINGTON, D.C. 20001</b>  |          |   |   | 8. Address Offer to:<br><b>DISTRICT OF COLUMBIA COURTS<br/>CAPITAL PROJECTS FACILITIES MANAGEMENT DIVISION<br/>616 H STREET, N.W., ROOM 622<br/>WASHINGTON, D.C. 20001</b>                                       |   |  |                           |  |      |  |
| NOTE: In sealed bid solicitations "offer" or "Contractor" means "bid or "bidder"  |          |   |   |  |   |  |                           |  |      |  |
| <b>SOLICITATION</b>   |          |   |   |  |   |  |                           |  |      |  |
| 9. Sealed offers in original and <u>3</u> copies for furnishing the items in the Schedule will be submitted to the address listed above in Section 8; at the attention of Ms. Monica I. Wilkerson, not later than <u>3:00 p.m.(est.)</u> local time <u>March 08, 2017</u><br>(Hour) (Date)  |          |   |   |  |   |  |                           |  |      |  |
| CAUTION: See L.4-- <b>PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS</b> . All offers are subject to all terms & conditions contained in solicitation.   |          |   |   |  |   |  |                           |  |      |  |
| 10. For Information Contact   |          | A. Name                                     |   | B. Telephone   |   |  | C. E-mail Address         |  |      |  |
|   |          | Monica I. Wilkerson                         |   | (Area Code)  | (Number)  | (Ext)  | Monica.Wilkerson@dcsc.gov |  |      |  |
| 11. Table of Contents   |          |   |   |  |   |  |                           |  |      |  |
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| <b>Total Proposed Contract Amount (from page 2 – Price Schedule)</b>  |          |   |   |  |   |  | <b>\$</b> _____           |  |      |  |
| 12. In conjunction with the above, the undersigned agrees, if this offer is accepted within <u>120</u> calendar days from the receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein. |          |   |   |  |   |  |                           |  |      |  |
| 13. Discount for Prompt Payment   |          | 10 Calendar days %                          |   | 20 Calendar days %   |   | 30 Calendar days %   |                           | ____ Calendar days %   |      |  |
| 14. Acknowledgement of Amendments (The Contractor acknowledges receipt of amendments to the SOLICITATION):  |          |   | Amendment Number  |  | Date  |  | Amendment Number          |  | Date |  |
|   |          |   |   |  |   |  |                           |  |      |  |
|   |          |   |   |  |   |  |                           |  |      |  |
| 15A. Name and Address of Contractor   |          |   |   |  |   | 16. Name and Title of Person Authorized to Sign Offer/Contract |                           |  |      |  |
| 15B. Telephone  |          |   | <input type="checkbox"/> 15 C. Check if remittance address is different from above – Refer to section G |  |   | 17. Signature  |                           | 18. Award Date   |      |  |
| (Area Code)   | (Number) | (Ext)                                       |   |  |   |  |                           |  |      |  |
| <b>AWARD (TO BE COMPLETED BY THE DC COURTS)</b>   |          |   |   |  |   |  |                           |  |      |  |
| 19. Accepted as to Items Numbered   |          |   | 20. Amount  |  | 21. Accounting and Appropriation/Certification of Funding date: |  |                           |  |      |  |
| 22. Name of Contracting Officer (Type or Print)<br><b>Dr. Cheryl Bailey</b>   |          |   | 23. Signature of Contracting Officer (Courts)   |  |   |  | 24. Award Date            |  |      |  |

All written communications regarding this solicitation should be **addressed** to the Contracting Officer at the mailing address listed on page 1. All communications should be **directed** by e-mail to: [Monica.Wilkerson@dcsc.gov](mailto:Monica.Wilkerson@dcsc.gov)

This solicitation is an **OPEN MARKET** procurement.

All written communications regarding this solicitation should be addressed to the Contracting Officer and should be directed by e-mail to Monica I. Wilkerson, Legal Advisor at [Monica.Wilkerson@dcsc.gov](mailto:Monica.Wilkerson@dcsc.gov).

This solicitation is **OPEN MARKET** procurement.

## **REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS**

### **1. ACKNOWLEDGMENT OF AMENDMENTS**

The bidder acknowledges receipt of Addenda to the solicitation and related documents numbered and dated as follows:

| <b>AMENDMENT<br/>NO.</b> | <b>DATE</b> | <b>AMENDMENT<br/>NO.</b> | <b>DATE</b> |
|--------------------------|-------------|--------------------------|-------------|
|                          |             |                          |             |
|                          |             |                          |             |
|                          |             |                          |             |
|                          |             |                          |             |

**NOTE:** Bidder may acknowledge addendum here or on addendum or both.

### **2. WALSH-HEALY ACT**

If your offer is \$10,000 or more, the following information **MUST** be furnished:

(a) Regular Dealer

- ( ) The Bidder is a Regular Dealer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.
- ( ) The Offeror is not a Regular Dealer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.

(b) Manufacturer

- ( ) The Bidder is a Manufacturer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.
- ( ) The Bidder is not a Manufacturer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.

### **3. BUY AMERICAN CERTIFICATION**

The Bidder hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 29 of the District of Columbia Standard Contract

Provisions for use with District of Columbia Government Supply and Services Contracts, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

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EXCLUDED END PRODUCTS

COUNTRY OR ORIGIN

#### **4. OFFICERS NOT TO BENEFIT CERTIFICATION**

Each bidder shall check one of the following:

- \_\_\_\_ (a) No person listed in Clause 21 of the District of Columbia Courts General Contract Provisions will benefit from this contract.
- \_\_\_\_ (b) The following person(s) listed in Clause 21 of the District of Columbia Courts General Contract Provisions may benefit from this contract. For each person listed, attach the affidavit required by Clause 21 of the District of Columbia Courts General Contract Provisions.

#### **5. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

- (a) Each signature on the bid is considered to be a certification by the signatory that:
- (1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices bid;
  - (2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening unless otherwise required by law; and
  - (3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.
- (b) Each signature on the bid is considered to be a certification by the signatory that the signatory;
- (1) Is the person in the Bidder's organization responsible for determining the prices being offered in this bid, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above; or
  - (2)
    - (i) Has been authorized, in writing, to act as agent for the following principles in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above: \_\_\_\_\_  
(insert full name or person(s) in the organization responsible for determining the prices offered in this bid and the title of his or her position in the Bidder's organization);

- (ii) As an authorized agent, does certify that the principals named in subdivision (b) (2) (1) above have not participated, and will not participate, in any action contrary to subparagraphs (a) (i) through (a) (3) above; and
- (iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.
- (c) If Bidder deleted or modifies subparagraph (a) (2) above, the Bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

**6. TYPE OF BUSINESS ORGANIZATION**

Bidder operated as ( ) an individual, ( ) a partnership, ( ) a nonprofit organization, ( ) a corporation, incorporated under the laws of the State of \_\_\_\_\_, ( ) a joint venture, ( ) other.

**7. PAYMENT IDENTIFICATION NO.**

The District of Columbia Courts utilizes an automated Contractor database. All firms are required to submit their Federal Tax Identification Number. Individuals must submit their social security numbers.

Please list below applicable Contractor information:

Federal Tax Identification Number: \_\_\_\_\_

Or

Social Security Number: \_\_\_\_\_

Legal Name of Entity Assigned this Number: \_\_\_\_\_

Street Address and/or Mailing Address: \_\_\_\_\_

City, State, and Zip Code: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**PAYMENTS UNDER TERMS OF ANY CONTRACT RESULTING FROM THIS SOLICITATION WILL BE HELD IN ABEYANCE PENDING RECEIPT OF A VALID FEDERAL TAX IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER.**

END OF SECTION A

## **SECTION B - SUPPLIES OR SERVICES AND PRICE/COST**

- B.1** District of Columbia Court is seeking a qualified Contractor to Replace Motor Control Centers (MCC) at the H. C. Moultrie Courthouse (HCMCH), 500 Indiana Avenue and 510 4<sup>th</sup> Street". The project involves replacement of five (5) motor control centers within the Moultrie Courthouse and one (1) motor control center within 510 4<sup>th</sup> Street NW.
- B.2** This is an invitation for bid (IFB). Award will be made to the lowest Responsible/Responsible bidder
- B.3 ADDITIONAL PRICING INCLUSIONS**
- B.3.1** The Contractor shall provide fulltime dedicated Project Management and Project Manager throughout the duration of the project for such items including, but not limited to, daily site walkthroughs and weekly progress meetings.
- B.3.2** The Contractor shall provide a fulltime dedicated project Superintendent throughout the duration of the project.
- B.3.3** The Owner will contract directly with a 3<sup>rd</sup> Party Code Inspection Agency to provide the necessary DCRA required code inspections. The Contractor will be responsible for all required coordination and inspection scheduling with the 3<sup>rd</sup> Party Code Inspection Agency.
- B.3.4** The Owner will contract directly with a 3<sup>rd</sup> Party Code Compliance Agency and Material Testing Agency to provide the necessary Department of Consumer and Regulatory Affairs (DCRA) required code inspections. The Contractor will be responsible for all required coordination and inspection scheduling with the 3<sup>rd</sup> Party Code Compliance Agency and Material Testing Agency.
- B.3.5** The Offeror shall include allowances in the Offer to cover the use of Courts Security Officers (CSOs) during the construction portion of each phase of the project. The Offeror shall be required to provide monthly invoices and detailed explanations in order to support the use of the CSOs. The assumed CSO company rate is \$49.71 per hour and the CSO allowance schedule is as follows:

### **1. CSO Support, Replace Motor Control Centers: \$10,000.00**

**MAKE SURE TO INCORPERATE THE \$10,000.00 INTO YOUR OVERHEAD**

## **SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

### **C. STATEMENT OF WORK**

- C.1 District of Columbia Court is seeking a qualified Contractor to Replace Motor Control Centers (MCC) at 500 Indiana Avenue and 510 4<sup>th</sup> Street". The project involves replacement of five (5) motor control centers within the Moultrie Courthouse and one (1) motor control center within 510 4<sup>th</sup> Street NW, - (See C.4 Scope, C.4.1, C.4.2, and C.4.3),

### **C.2 SERVICE LOCATIONS**

Services are to be performed at the following District of Columbia Courts' facilities:

1. 500 Indiana Avenue NW, Washington, D.C. 20001
2. 510 4<sup>th</sup> Street, NW, Washington, D.C. 20001

### **C.3 PREBID CONFERENCE/SITE VISIT**

On February 16, 2017, at 11:00 AM, 616 H Street, NW, Washington, DC, Suite 617 the COTR will conduct a Pre-bid and walk through of each location listed in Section C.2 above, to give any potential bidder an opportunity to better familiarize himself with the scope of work. While attendance is not mandatory, it is recommended any bidder intending to place a bid on the IFB attend. Lack of attendance shall not be grounds for later protest.

### **C.4 SCOPE**

- C.4.1 The Contractor shall remove / relocate such work as specified on narrative and construction drawings for **CPFMD-17-0208** Replacement of Motor Control Centers at 500 Indiana Avenue and 510 4<sup>th</sup> Street.
- C.4.2 Maintain or Restore, if interrupted, all conduits and feeders passing through renovated areas and servicing undisturbed areas.
- C.4.3 Installation of all work shall be in accordance with the following regulations, codes, etc:
- Local codes and ordinances.
  - International Building Code IBC 2011.
  - District of Columbia 2013 Construction Code Supplement to IBC, 2012.
  - District of Columbia Supplement to NFPA 70, 2011.
  - Applicable sections of NFPA presently in effect.

### **C.5 SPECIAL REQUIREMENTS**

- C.5.1 All Contractor employees and sub-contractors of the Contractor, who intend to work on the site for this project must undergo and pass a security clearance administered by the District of Columbia Courts prior to accessing the work site and beginning any work.

- C.5.2 The Bidder is solely responsible for all work, materials and services related to this contract.
- C.5.3 Any company that intends to submit a bid for this project is advised to attend the walk through
- C.5.4 By submitting a bid, the bidder affirms having carefully examined any records or requirements affecting work under this solicitation. No claim for additional cost will be allowed due to claims associated with the lack of full knowledge of the performance requirements for this project. The Courts reserves the right to reject all products that do not meet the requested quality.
- C.5.5 In the event that the lowest responsible bidder cannot deliver in a timely fashion, the Courts reserve the right to go to the next lowest qualified bidder.

END SECTION C

## **SECTION D - PACKAGING AND MARKING**

This section is not applicable to this solicitation.

**END SECTION D**

## **SECTION E - INSPECTION AND ACCEPTANCE**

### **E.1 INSPECTION OF SERVICES**

- E.1.1** DEFINITIONS: "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- E.1.2** The Contractor shall provide and maintain an inspection system acceptable to the District of Columbia Courts covering the services furnished under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Courts during contract performance and for as long as the contract requires.
- E.1.3** The Courts has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Courts shall perform inspections and test in a manner that will not unduly delay the work.
- E.1.4** If the Courts perform inspections or test on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in the contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- E.1.5** If any of the services do not conform to the contract requirements, the Courts may require the Contractor to perform the services again in conformity with the contract requirements, at no increase in the contract amount. When the defects in services cannot be corrected by re-performance, the Courts may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.
- E.1.6** If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity with the contract requirements, the Courts may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Courts that is directly related to the performance of such service or (2) terminate the contract for default.

**END SECTION E**

## **SECTION F - DELIVERIES AND PERFORMANCE**

### **F.1 Term of Contract:**

- F.1.1 The term of the contract shall be for **nine (9) months** from the date of contract award. The date of award shall be the date the Contracting Officer signs the contract document.

### **F.2 Period of Performance: From March 20, 2017 to December 20, 2017**

### **F.3 Commencement of Work:**

The start work date will be mutually agreed upon by the COTR and the Contractor

### **F.4 Deliverables:**

- F.4.1 All Deliverables shall be in a form and manner acceptable to the Courts. The Contractor shall provide to the Contract Officer's Technical Representative (COTR) the deliverables specified below within the designated time frame(s):
- F.4.2 The Contractor shall submit, to the COTR, an acceptable schedule within 3days of notice of award.
- F.4.3 The COTR will approve the schedule, in writing and within 2 days of submission.

END SECTION F

## SECTION G -CONTRACT ADMINISTRATION DATA

### G.1 Payment/Invoices:

G.1.1 The Contractor shall submit to the Contract Officer's Technical Representative (COTR) a breakdown of all charges for work performed. The COTR will review each invoice for certification of receipt of satisfactory services prior to authorization of payment. Payments shall be made within 30 days after receipt and approval of invoices.

G.1.2 At a minimum, to constitute a proper invoice, the Contractor's invoice shall include the following information:

- a. Name and address of the Contractor;
- b. The contract number and Contract Order number;
- c. Invoice date;
- d. Description, quantity, unit of measure, and extended price of the services of supplies actually rendered;
- e. Date the services or supplies were rendered;
- f. Shipping & payment terms;
- g. Name and address of the Contractor official to whom payment is to be sent;
- h. Name, title, phone number, and mailing address of person to be notified in the event of a defective invoice;
- i. The Contractor's Electronic Fund Transfer (EFT) routing identification (bank name and code, account number) or the Contractor's complete remittance or check mailing address, including the name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent; and
- j. Signature of a person so authorized to certify that the services or supplies were provided as stated.

G.1.3 The Contractor shall prepare invoices in duplicate and submit them to the Financial Operations Division and the COTR on a monthly basis. The Courts shall reimburse the Contractor on a monthly basis.

G.1.4 The Contractor shall submit final invoices within thirty (30) days after the expiration of this contract.

G.1.5 In addition, at the end of the contract period or any extension thereof, the Contractor shall complete **Attachment J.8 - District of Columbia Courts Release of Claims form and submit to the Contracting Officer.**

### G.2 Billing/Payment

G.2.1 Payment to the Contractor for services satisfactorily performed will be made by the Courts once the Contractor's certified invoice has been approved by the COTR, or in the case of a dispute, subject to final determination by the Contracting Officer.

**G.3 Audits:**

- G.3.1 At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of costs audited. Any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the Courts and a discrepancy of overpayment is found, the Courts will be reimbursed for said overpayment within thirty (30) days after written notification.

**G.4 CONTRACTING OFFICER AND CONTRACT OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

- G.4.1 **CONTRACTING OFFICER:** The District of Columbia Superior Court Contracting Officer who has the appropriate contracting authority is the only Courts official authorized to contractually bind the Courts through signing contract documents. All correspondence to the Contracting Officer shall be forwarded to:

Dr. Cheryl R. Bailey  
Courts of Columbia Courts  
Capital Projects and Facilities Management Division  
616 H St., NW, Suite 622  
Washington, DC 20001  
Email: [Cheryl.Bailey@dcsc.gov](mailto:Cheryl.Bailey@dcsc.gov)

- G.4.2 **CONTRACT OFFICER TECHNICAL REPRESENTATIVE (COTR):** is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's performance or non-performance of the contract requirements. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, including consulting with technical staff of the Courts' Research and Development Division for review of all deliverables prior to acceptance. The COTR shall be:

James P. Vaughan, LEED GA  
Chief Building Engineer  
Capital Projects and Facilities Management Division  
District of Columbia Courts  
500 Indiana Ave.  
Washington, DC 20001  
Email: [James.Vaughan@dcsc.gov](mailto:James.Vaughan@dcsc.gov)

- G.5 THE RESULTANT CONTRACTOR IS HEREBY FOREWARNED THAT ABSENT THE REQUISITE AUTHORITY OF THE CONTRACTING OFFICER TECHNICAL REPRESENTATIVE TO MAKE ANY SUCH CHANGES, CONTRACTOR MAY BE HELD FULLY RESPONSIBLE FOR ANY CHANGES NOT AUTHORIZED IN ADVANCE, IN WRITING, BY THE CONTRACTING OFFICER, MAY BE DENIED COMPENSATION OR OTHER RELIEF FOR**

**ANY ADDITIONAL WORK PERFORMED THAT IS NOT SO AUTHORIZED,  
AND MAY ALSO BE REQUIRED, AT NO ADDITIONAL COST TO THE  
COURTS, TO TAKE ALL CORRECTIVE ACTION NECESSITATED BY  
REASON OF THE UNAUTHORIZED CHANGES.**

END SECTION G

## **SECTION H - SPECIAL CONTRACTS REQUIREMENTS**

### **H.1 Other Contractors**

The Contractor shall not commit or permit any act which will interfere with the performance of work done by any other Courts Contractor or by any Courts employee. If another Contractor is awarded a future contract for performance of the required services, the original Contractor shall cooperate fully with the Courts and the new Contractor in any transition activities which the Contracting Officer deems necessary during the term of the contract.

### **H.2 Disclosure of Information**

- H.2.1 Any information made available by the District of Columbia Courts shall be used only for the purposes of carrying out the provisions of this contract, and shall not be divulged nor made known in any manner to any person except as may be necessary in the performance of the contract.
- H.2.2. In performance of this Contract, the Contractor agrees to assume responsibility for protection of the confidentiality of Courts records and that all work shall be performed under the supervision of the Contractor or the Contractor's responsible employees.
- H.2.3 Each office or employee of the Contractor to whom information may be available or disclosed shall be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions.
- H.2.4 No information regarding the Contractor's performance of the contract shall be disclosed by the Contractor to anyone other than the District of Columbia Courts officials unless written approval is obtained in advance from the Contracting Officer.

### **H.3 Rights in Data**

- H.3.1 "Data" as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost and pricing, or management information.
- H.3.2 The term "Technical Data" as used herein, means recorded information regardless of form or characteristic. It may, for example, document research, experimental, developmental work, or be used to define a design or process to produce, support, maintain, or update material or documentation. The data may be character, graphic or pictorial delineation in media such as drawings or photographs, text, or related design or

performance type documentation. Examples of technical data include research data, documentation drafts, lists, specifications, profiles, standards, process sheets, manuals, and technical reports.

H.3.3 The term "Computer Software" as used herein, means all computer programs and relational computer databases, "Computer Programs" as used herein are defined as a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. Computer programs include operating systems, assemblers, compilers, interpreters, database management systems, utility programs, sort/merge programs, and automatic data processing equipment (ADPE) maintenance diagnostic programs.

H.3.4 All data first produced in the performance of any contract resulting from this solicitation process shall be the sole property of the District of Columbia Courts. The bidder hereby acknowledges that all data, including, without limitation, produced by the bidder for the process, are works made for hire and are the sole property of the District of Columbia Courts; but, to the extent any such data may not, by operation of law, be works made for hire, the Contractor shall transfer and assign to the Courts the ownership of copyright in works, whether published or unpublished. Further, the Contractor agrees to give the Courts all assistance reasonably necessary to perfect such rights, including but not limited to the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights at common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in any manner or form, authorize others to do so, without written consent of the District of Columbia Courts until such time as the Courts may release such data to the public domain. The Courts shall not unreasonably withhold consent to the bidder's request to publish or reproduce data in professional or public relations trade publications.

#### **H.4 Contractor Management Responsibility**

H.4.1 The Contractor shall appoint a Project Manager who will be the Contractor's Authorized Representative for technical and administrative performance of all services required hereunder. The Project Manager shall provide the single point of contact through which all Contractor/Court communications, work and technical direction shall flow. The Project Manager will be responsible for insuring that any requested changes be made to the final product.

#### **H.5 Stoppage of Work**

H.5.1 If the Contractor fails to abide by any or all of the provisions of the contract, the Contracting Officer reserves the right to stop all work or any portion thereof, affected by the Contractor's failure to comply with the contract requirements. This stoppage will remain in effect until the Contractor has taken action to meet the contract requirements. If the Contractor fails or refuses to meet all the provisions of the contract or any separable

part thereof after written notification and work stoppage, the Court may terminate the right of the Contractor to proceed.

#### **H.6 Subcontracts**

- H.6.1 Nothing contained in the contract documents shall be construed as creating any contractual relationship between any subcontractor and the Court.
- H.6.2 The divisions or sections of the specifications are intended to control the Contractor in dividing the work among the subcontractors or to limit the work performed by any trade.
- H.6.3 The Contractor shall be as fully responsible to the Court for the acts and omissions of subcontractors, and of persons employed by them as he is for the acts and omissions of persons directly employed by him.
- H.6.4 The Contractor shall be responsible for the coordination of the trades, subcontractors, materials, and persons engaged upon his work.
- H.6.5 The Court will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.

#### **H.7 Safety Precautions:**

- H.7.1 The Government its officers, agents, servants and employees shall not be held liable for any property damages or physical harm resulting from inadequate protection.

#### **H.8 Use of Premises**

- H.8.1 The Contractor shall comply with the regulations governing the operation of premises, which are occupied and shall perform his contract in such a manner as not to interrupt or interfere with the conduct of Court.
- H.8.2 Any work necessary to be performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the Court.
- H.8.3 The Contractor shall use only such entrances to the work area as designated by the COTR.
- H.8.4 Only such portions of the premises as required for proper execution of the contract shall be occupied.

#### **H.9 SECURITY CLEARANCE:**

The Contractor's personnel shall be subject to the Courts' security clearance process and must undergo and pass a security clearance administered by the Courts prior to accessing

the work site and beginning any work.

#### **H.10 BID / OFFER SECURITY**

- H.10.1 Each Offer shall be accompanied by a Surety Offer in amount of 5% of the Offer. The Offeror pledges to enter into a Contract with the Courts on the terms stated in the Offer and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising there under. Should the Offeror refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the Surety Offer shall be forfeited to the Courts as liquidated damages, not as a penalty.
- H.10.2 The Surety Bond shall be written on the attached Bid/Offer Bond form unless otherwise provided in the Offering Documents. Furthermore, the attorney-in-fact who executes the bond on behalf of the surety shall affix to the Bond a certified and current copy of the power of attorney.
- H.10.3 The Courts will have the right to retain the Surety Offer of Offerors to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Offers may be withdrawn or (c) all Offers have been rejected.

#### **H.11 SPECIAL STANDARDS OF RESPONSIBILITY**

- H.11.1 In addition to the general standards of responsibility set forth above, the Offeror must demonstrate to the satisfaction of the Courts the Offerors ability to obtain performance and payment bonds. Offeror must submit with its proposal convincing evidence that demonstrates that the Offeror meets the Special Standard(s) of Responsibility. At a minimum, an Offeror must provide the following evidence:**

#### **H.12. PERFORMANCE BOND AND PAYMENT BOND REQUIRMENTS**

- H.12.1 If stipulated in Bid Documents, the Offeror shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising there under. Bonds may be secured through the Offeror's usual sources.
- H.12.2 If the furnishing of such bonds is stipulated in the Bid Documents, the cost shall be included in the Offer. If the furnishing of such bonds is required after receipt of Offers and before execution of the Contract, the cost of such bonds shall be added to the Offer in determining the Contract Sum.
- H.12.3 If the Courts require that bonds be secured from other than the Offeror's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

### **H.13 TIME OF DELIVERY AND FORM OF BONDS**

- H.13.1 The Offeror shall deliver the required bonds to the Courts not later than three (3) days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Offeror shall, prior to commencement of the Work, submit evidence satisfactory to the Courts that such bonds will be furnished and delivered.
- H.13.2 Unless otherwise provided, the bonds shall be written on the attached Bond Forms. Both bonds shall be written in the amount of the Contract Sum.
- H.13.3 The bonds shall be dated on or after the date of the Contract Award.
- H.13.4 The Offeror shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

END SECTION H

## **SECTION I - CONTRACT CLAUSES**

### **I.1 Applicability of General Provisions Applicable to the D.C. Courts Contracts:**

The General Provisions Applicable to D.C. Courts Contracts (Attachment J. 1) shall be applicable to the contract resulting from this solicitation.

### **I.2 Restriction On Disclosure and Use of Data:**

Bidders who include in their bids data that they do not want disclosed to the public or used by the Courts except for use in the procurement process shall so state in their bid.

### **I.3 Ethics in Public Contracting:**

The Bidder shall familiarize itself with the Court's policy entitled "Ethics In Public Contracting". The bidder shall abide by such provisions in submission of its bid and performance of any contract awarded. See Attachment J.3.

### **I.4 Disputes:**

Any dispute arising under or out of this contract is subject to the provisions of the Court's "Contract Disputes Procedures," as approved by the Joint Committee on Judicial Administration.

### **I.5 Laws and Regulations:**

All applicable laws, Courts rules and regulations shall apply to the contract throughout, and they will be considered to be included in the contract the same though herein written out in full.

### **I.6 Non-Discrimination:**

The Contractor agrees that it will comply with the nondiscrimination requirements set forth in D.C. Code, Section 1-2512 (1981 ed.) which will be incorporated into any contract awarded. The Contractor agrees to comply with requests from the Courts to support the Contractor's adherence to this section.

### **I.7 Examination of Books and Records:**

The Contracting Officer, the Inspector General or any of its duly authorized representatives shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers and record of the Contractor involving transactions related to the contract.

## **I.8 Record Keeping:**

The Contractor shall be expected to maintain complete and accurate records justifying all actual and accrued expenditures. The Contractor's records shall be subject to periodic audit by the Court.

## **I.9 Subcontracts**

None of the Contractor's work or services hereunder may be subcontracted by the Contractor to any subcontractor without the prior, written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement which the Courts shall have the rights to review and approve prior to its execution to the Contract. Notwithstanding any such subcontractor approved by the Court, the Contractor shall remain liable to the Courts for all Contractors' work and services required hereunder.

## **I.10 Protest**

I.10.1 Any aggrieved person may protest this solicitation, award or proposed contract award. Protest shall be filed in writing, within ten (10) working days after the basis of the protest is known (or should have been known) whichever is earlier with the Contracting Officer at:

Any aggrieved person may protest this Solicitation, Award, or Proposed Contract Award in accordance with Chapter 8 of the Procurement Guidelines of the District of Columbia Courts. Protest shall be filed in writing, within ten (10) working days after the basis of the protest is known (or should have been known); whichever is earlier with the Contracting Officer at:

I.10.1.1 Dr. Cheryl Bailey  
District of Columbia Courts  
Capital Projects and Facilities Management Division  
616 H Street, NW, Suite 622  
Washington, D.C. 20001

I.10.2 A protest shall include the following:

I.10.2.1 Name, address and telephone number of the protester;

I.10.2.2 Solicitation or Contract number;

I.10.2.3 Detailed statement of the legal and factual grounds for the protest, including copies of relevant documents;

I.10.2.4 Request for a ruling by the Contracting Officer; and

I.10.2.5 Statement as to the form of relief requested.

**I.11 Reserved**

**I.12 Insurance:**

I.12.1 Prior to execution of the contract, the Contractor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the insurance specified below with an insurance company licensed or qualified to do business with the District of Columbia Courts. **All insurance shall set forth the District of Columbia Courts as an additional insured. The policies of insurance shall provide for at least thirty (30) day written notice to the District of Columbia Courts prior to their termination or material alteration. The Contractor must submit to the Contracting Officer a certificate of insurance as evidence of compliance within ten (10) calendar days after request.**

I.12.2 Comprehensive General Liability: Insurance against liability for bodily injury insurance coverage in the amount of at least five hundred thousand dollar (\$500,000) per occurrence.

I.12.3 Workers' Compensation: The Contractor shall carry Workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this agreement and the Contractor agrees to comply at all times with the provisions of the Workers Compensation Laws of the District.

I.12.4 Comprehensive Automobile Liability Insurance (applicable to owned, non-owned and hired vehicles): The Contractor shall carry comprehensive automobile liability insurance applicable to owned, non-owned, and hired vehicles against liability for bodily injury and property damage in an amount not less than that required by law of the District's Compulsory/No-Fault Vehicle Insurance Act of 1982, as amended.

**I.13 Cancellation Ceiling**

I.13.1 In the event of cancellation of the contract because of non-appropriation for any fiscal year after fiscal year 2017, there shall be a cancellation ceiling of zero dollars representing reasonable preproduction and nonrecurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

END SECTION I

## **LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

### **SECTION J - LIST OF ATTACHMENTS**

- J.1 General Provisions Applicable to D.C. Courts Contracts**
- J.2 Anti-Collusion Statement**
- J.3 Ethics in Public Contracting**
- J.4 Non-Discrimination**
- J.5 Certification of Eligibility**
- J.6 Tax Certification Affidavit**
- J.7 Certification Regarding a Drug-Free Workplace**
- J.8 District of Columbia Courts Release of Claims**
- J.9 Not used**
- J.10 Bid / Offer Cost Breakdown Sheet (please provide both paper copy and electronic copy)**
- J.11 Bid / Offer Form**
- J.12 Bid / Offer Bond**
- J.13 Payment Bond Form**
- J.14 Performance Bond Form**
- J.15 District of Columbia Tax Regulations**
- J.16 DC Courts Tax Exempt Certificate**
- J.17 Application for Payment**
- J.18 Davis Bacon Act and Davis Bacon Wage Rates**
- J.19 Drawings List**

END SECTION J

**REPRESENTATIONS AND INSTRUCTIONS**

**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS  
OF BIDDERS**

**K.1 See attachment J7- Certification Regarding a Drug-Free Workplace**

END SECTION K

## REPRESENTATIONS AND INSTRUCTIONS

### SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

#### L.1 Bid Submission and Identification:

L.1.1 The District of Columbia Courts will not accept a facsimile copy of a bid as an original. Unless specifically authorized in the solicitation, the District of Columbia Courts shall not accept telegraphic bids.

L.1.2 The bidder shall conspicuously mark on the outside of the bid package the name and address of the bidder and the following:

***Solicitation Number CFPMD-17-0208***

***Caption:*** Replacement of Motor Control Centers at H. C. Moultrie Courthouse, 500 Indiana avenue and 510 4<sup>th</sup> Street

***Bid Opening Date & Time: March 08, at 3:00 p.m.***

#### L.1.3 Confidentiality of Submitted Information:

L.1.3.1 Bidders who include in their bids data that they do not want disclosed to the public or used by the District of Columbia Courts except for use in the procurement process shall mark the title page of the bid document with the following legend:

L.1.3.1.1 *"This bid includes data that shall not be disclosed outside the District of Columbia Courts and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process."*

L.1.3.2 The specific information within the *bid* which the bidder is making subject to this restriction announced on the title page must be noted on the individual pages which contain it. The bidder shall mark each page containing confidential information or data it wishes to restrict with the following text:

L.1.3.2.1 *"Use or disclosure of data contained on this page is subject to the restriction on the title page of this bid".*

L.1.3.3 Note that the District of Columbia Courts shall have the right to duplicate, use, or disclose the data to the extent consistent with the Court's internal needs in the procurement process. The Courts may, without permission of the bidder, use, without restriction, information contained in this *bid* package if it is obtained from another source.

L.1.4 **Bidders submitting their proposals by mail must mail their proposals to the following address:**

District of Columbia Courts  
Capital Projects and Facilities Management Division  
Attn: Monica Wilkerson, Attorney Advisor  
616 H Street, N.W., Suite 622  
Washington, D.C. 20001

**L.1.5 Bidders submitting their proposals by hand delivery/courier services must hand deliver their proposals to the following address:**

District of Columbia Courts  
Capital Projects and Facilities Management Division  
Attn: Monica Wilkerson, Attorney Advisor  
616 H Street, N.W., Suite 622  
Washington, D.C. 20001

**L.2 Bid Information and Format:**

L.2.1 At a minimum, each bid submitted in response to this IFB shall include sections, as set forth below, which address the approach for the work described in Section "C" - Description/Specifications/Statement of Work. The bid shall include the requisite legal representations, resources which will directly be employed in the project, client references, and a description of similar services provided by the bidder and its key personnel. Failure to address adequately any of these areas may result in the bid being eliminated from consideration for award.

L.2.2 Bids shall be prepared simply and economically, providing a straightforward, concise delineation of bidder's capabilities to satisfy the requirements of this IFB. Fancy bindings and colored displays or promotional material are not desired or preferred, but pages must be numbered. **Each bidder shall submit one (1) original and two (2) copies of the completed bid. Each bid shall be properly indexed and include all information requested in the solicitation.**

**L.2.3 General Information:**

L.2.3.1 In this section of the **bid**, the **bidder** shall provide a brief description of its organization, including:

L.2.3.1.1 Ownership structure;

L.2.3.1.2 Ownership by foreign corporation with an interest exceeding five (5) percent;

L.2.3.1.3 Describe in detail any local organization presence and its relationship with other localities;

- L.2.3.1.4 Name, Address, Telephone Number and Federal Tax Identification Number or Social Security Number of the bidder;
- L.2.3.1.5 Whether the bidder is a corporation, joint venture, partnership (including type of partnership) or individual;
- L.2.3.1.6 Articles of incorporation, partnership or joint venture agreement;
- L.2.3.1.7 **Copy of any current license, permit, registration or certification to transact business in the District of Columbia, if required by law to obtain such license, permit, registration or certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements;**
- L.2.3.1.8 If the **bidder** is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements; and
- L.2.3.1.9 Name, address, and current phone number of bidder's contact person.

**L.2.4 Experience, Qualifications and Resumes:**

- L.2.4.1 Documentation indicating the capabilities and experience with same or similar type of service.

**L.2.5 Disclosure**

This section of the bid shall include the disclosure information described below:

- L.2.5.1 Disclosure details of any legal action or litigation past or pending against the **bidder**;
- L.2.5.2 A statement that the **bidder** knows of no conflict between its interests and those of the District of Columbia Courts; and further that the **bidder** knows of no facts or circumstances that might create the appearance of a conflict between its interests and those of the District of Columbia Courts; and
- L.2.5.3 Documentary evidence (e.g. certificates) that the **bidder** is authorized to conduct business in the District, and the **bidder** is current in its tax obligation to the District of Columbia.

**L.3 Bid Price**

- L.2.3.1 The bid price must be submitted using the format provided in Section "K" of this IFB. The price furnished by the **bidder** shall be itemized for the services set forth in Section

C. The **bidder's** price bid shall become a part of the awarded contract. The **bidder's** price bid shall include all costs for the required services. This pricing information will also be used for evaluation purposes.

**L.4 Bid Submission Date and Time, Late Submission, Modifications and Withdrawals:**

L.4.1 Bids shall be submitted no later than the date and time specified in the solicitation. Bids, modifications to bids, or requests for withdrawal that are received in the designated Courts office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

L.4.1.1 The bid or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of bids;

L.4.1.2 The bid or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the Courts after receipt; or

L.4.1.3 The bid is the only bid received.

L.4.2 The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown in the postmark, the bid shall be considered late unless the **bidder** can furnish evidence from the postal authorities of timely mailing.

L.4.3 A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.4.4 A late modification of a successful bid which makes its terms more favorable to the Courts shall be considered at any time it is received and may be accepted.

L.4.5 A late bid, late modification or late withdrawal of **bid** that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful bids resulting from this solicitation.

**L.5 Explanation to Prospective Bidders:**

L.5.1 Questions concerning this Request for Bids **must be directed by e-mail to:**

District of Columbia Courts  
Capital Projects and Facilities Management Division  
Attn: Monica Wilkerson, Attorney Advisor  
616 H Street, N.W., Suite 622  
Washington, D.C. 20001  
[Monica.Wilkerson@dcsc.gov](mailto:Monica.Wilkerson@dcsc.gov)

L.5.2 Any prospective bidder desiring an explanation or interpretation of this solicitation must request it by e-mail by the close of business 4:00 PM, February 24, 2017. Requests should be directed to the procurement contact person at the address listed in Section

L.5.1. Any substantive information given to a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

**L.6 Changes to the IFB:**

L.6.1 The terms and conditions of this IFB may only be modified by written addenda issued by the Contracting Officer, any oral representations to the contrary notwithstanding.

**L.7 Contract Award:**

L.7.1 **A CONTRACT WILL BE AWARDED TO THE RESPONSIBLE AND RESPONSIVE BIDDER WHOSE BID MEETS THE REQUIREMENTS SET FORTH IN THIS IFB AND IS THE TOTAL LOWEST (BASE YEAR AND ALL OPTION YEARS ADDED TOGETHER) BID PRICE.**

L.7.2 **PROSPECTIVE BIDDERS MUST BID IN AGGREGATE TO BE CONSIDERED FOR AWARD.**

**L.8 Cancellation of Award**

L.8.1 The District of Columbia Courts reserve the right, without liability to the Court, to cancel the award of any contract at any time prior to the approval of a formal written contract signed by the Executive Officer and Administrative Officer of the District of Columbia Courts.

**L.9 Official Bid**

L.9.1 Bids signed by an agent shall be accompanied by evidence of that agent's authority unless that evidence has been previously furnished to the Contracting Officer.

## **L.10 Certifications, Affidavits and Other Submissions**

- L.10.1 Bidders shall complete and return with their **bid** the Representations and Certifications (Section A and Attachment J.2 - Anti-Collusion Statement, Attachment J.3 - Ethics in Public Contracting, Attachment J.4 - Non-Discrimination, J.5 - Certification of Eligibility, J.6 - Tax Certification Affidavit and J.7 - Certification of a Drug-Free Workplace, J - 8 District of Columbia Courts Release of Claims).

## **L.11 Retention of Bids**

- L.11.1 All bid documents shall be the property of the District of Columbia Courts and retained by the Courts, and therefore will not be returned to the bidders. One (1) copy of each bid shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the bid will become a part of the official file on this matter without obligation on the part of the Courts except as to the disclosure restrictions contained in Section L.1.3.

## **L.12 Public Disclosure under FOIA:**

- L.12.1 Trade secrets or proprietary information submitted by a bidder in connection with procurement shall not be subject to public disclosure under the District of Columbia Freedom of Information Act (FOIA). This Act is not applicable to the Court. However, the bidder must invoke the protection of this section prior to or upon submission of the data or other materials; must identify the specific area or scope of data or other materials to be protected; and state the reasons why protection is necessary. A blanket proscription that the bidder's entire bid is proprietary will have not effect whatsoever.

## **L.13 Examination of Solicitation:**

- L.13.1 Bidders are expected to examine the Statement of Work and all instructions and attachments in this solicitation. Failure to do so will be at the bidder's risk.

## **L.14 Acknowledgment of Amendments:**

- L.14.1 Bidders shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) identifying the amendment number and date in the bid; or (c) letter. The District of Columbia Courts must receive the acknowledgment by the date and time specified for receipt of bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

## **L.15 Right to Reject Bids:**

- L.15.1 The Courts reserves the right to reject, in whole or in part, any and all bids received as the result of this **IFB**.

## **L.16 Bid Preparation Costs**

- L.16.1 Each bidder shall bear all costs it incurs in providing responses to this **IFB** and for providing any additional information required by the Courts to facilitate the evaluation process. The successful bidder shall also bear all costs incurred in conjunction with contract development and negotiation.

## **L.17 Prime Contractor's Responsibilities**

- L.17.1 Each bidder may propose services that are provided by others, but any service(s) proposed must meet all of the requirements of this **IFB**.
- L.17.2 If the bidder's bid includes services provided by others, the bidder will be required to act as the prime Contractor for all such items and must assume full responsibility for the procurement, delivery and quality of such services. The Contractor will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this **IFB**.

## **L.18 Contract Type:**

The Courts contemplates the award of a Fixed Unit Price contract.

## **L.19 Failure to Respond to Solicitation:**

- L.19.1 In the event that a prospective bidder does not submit a bid in response to the solicitation, the prospective bidder should advise the Contracting Officer by letter or postcard whether the prospective bidder wants any future solicitations for similar requirements. If the prospective bidder does not submit a bid for three successive **bid** openings and does not notify the Contracting Officer that future solicitations are desired, the prospective bidder's name may be removed from applicable mailing list.

## **L.20 Signing Bids and Certifications:**

- L.20.1 Each bidder must provide a full business address and telephone number of the bidder and **BE SIGNED BY THE PERSON OR PERSONS LEGALLY AUTHORIZED TO SIGN CONTRACTS**. All correspondence concerning the **bid** or resulting contract will be mailed to the address shown above on the **bid** in the absence of written instructions from the bidder or Contractor to the contrary. Any **bid** submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any **bid** submitted by a corporation, followed by the signature and title of the person having authority to sign for the corporation. Upon request, a bidder shall provide to the Courts satisfactory evidence of authority of the person signing on behalf of the corporation. If an agent signs a bid, the bidder shall submit to the Contracting

Officer, the agent's authority to bind the bidder. Bidder shall complete and sign all Representations and Acknowledgments, as appropriate. Failure to do so may result in the bid being rejected.

**L.21 Errors in Bids:**

- L.21.1 Bidders shall fully inform themselves as to all information and requirements contained in the solicitation. Failure to do so will be at the bidder's risk. In the event of a discrepancy between the unit price and the extended price, the unit price shall govern.

**L.22 Authorized Negotiators**

- L.22.1 The bidder shall include in its bid a statement indicating those persons authorized to negotiate on the bidder's behalf with the District of Columbia Courts in connection with this Request for bids: (list names, titles, and telephone numbers of the authorized negotiators). Bidders are expected to examine the Statement of Work and all instructions and attachments in this solicitation. Failure to do so will be at the bidder's risk.

**L.23 Bid Opening**

- L.23.1 Sealed bids will be received at the Bid Receiving Office until March 08, 2017 at 3:00 P.M.

**L.24 Acceptance Period**

- L.24.1 The Bidder agrees to keep its bid open for a period of one hundred and twenty (120) days from the date specified for the submission of bids.

END SECTION L

## SECTION M - EVALUATION FACTORS

### **M.1 Prospective Contractor's Responsibility**

M.1.1 In order to receive an award under this **IFB**, the Court's Contracting Officer must determine that the prospective Contractor has the capability in all respects to perform fully the contract requirements. To be deemed responsible, a prospective Contractor must establish that it has:

M.1.1.1 Financial resources adequate to perform the contract, or the ability to obtain them;

M.1.1.2 Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;

M.1.1.3 A satisfactory record of performance;

M.1.1.4 The necessary organization, experience, accounting and operational control, and technical skills, or the ability to obtain them;

M.1.1.5 Compliance with the applicable District licensing, tax laws, and regulations;

M.1.1.6 The necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and

M.1.1.7 Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

M.1.1.8 The Courts reserves the right to request from prospective Contractor information necessary to determine the prospective Contractor's responsibility. Information is to be submitted upon the request of the Courts within the time specified in the request. Failure of a bidder to comply with a request for information may subject the bidder's bid to rejection on responsibility grounds. If a prospective Contractor fails to supply the requested information, the Court's Contracting Officer shall make the determination of responsibility or nonresponsibility based on available information. If the available information is insufficient to make a determination of nonresponsibility, the Court's Contracting Officer shall determine the bidder to be nonresponsible.

END SOLICITATION